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CEDAR GROVE WATER COMPANY
DOCKET # W-02597-04-0456

Legal Description is as follows: All of the Northeast Quarter of Section 23, Township 10 North, Range 24 East of the Gila and Salt River Base and Meridian, Apache County, Arizona.

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Arizona Corporation Commission

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RESOLUTION NO. 2004-27

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
APACHE COUNTY, GRANTING A NON-EXCLUSIVE
FRANCHISE EXTENSION FOR PUBLIC UTILITY
PURPOSES PURSUANT TO A.R.S. §40-283 TO CEDAR
GROVE WATER COMPANY.**

COPY

BE IT RESOLVED by the Board of Supervisors of Apache County as follows:

Section 1. There is hereby granted to Mark Grapp, Cedar Grove Water Company, an Arizona public service corporation, public utility or political subdivision, its successors and assigns ("Franchisee"), the right, privilege and non-exclusive franchise extension to construct, install, maintain and operate on, over, along, across and under the present and future public streets, avenues, alleys, highways, bridges, roads and other public ways in the unincorporated areas of Apache County under the jurisdiction of the Board of Supervisors, all lines, pipes, cables and other facilities customarily associated with the Applicant's business of supplying water service to its customers located within the legal description of :

Section 23, Township 10 N., Range 24 E., Entire Northeast Quarter.

Section 2. All facilities to be constructed or installed pursuant to this Franchise shall be constructed, installed and maintained in accordance with Apache County standards, specifications and permit and insurance requirements for work within the public rights of way, as administered by the Apache County Department of Public Works and Risk Manager.

Section 3. If any facility constructed or installed pursuant to this Franchise is found to interfere unduly with vehicular or pedestrian traffic, Franchisee shall, at its own expense and within a reasonable time after notice thereof by the Department of Public Works, remove or relocate the facility so as to eliminate the undue interference.

Section 4. Franchisee shall bear all expenses, including damage and compensation, for any alteration of the direction, surface, grade or alignment of a public road or other public way, made for the purpose of this Franchise.

Section 5. This Franchise is subject at all times to such regulations and limitations on the use of the public roads and other public ways as the Board of Supervisors may deem best for the public safety and welfare from time to time.

Section 6. If the Board of Supervisors takes action to dispose of an unnecessary public roadway pursuant to A.R.S. § 28-7201 et seq., the Board shall include in the instrument of disposal specific and appropriate language to preserve Franchisee's rights of use as they existed before the disposal.

Section 7. If Franchisee's exercise of its rights under this Franchise causes disturbance of pavement, sidewalk, driveway or other improved surface, or planting or other ground cover, Franchisee shall, at its expense, promptly restore the surface to its prior condition in a manner satisfactory to the Department of Public Works.

Section 8. If Franchisee's facilities within any public road or other public way must be permanently or temporarily relocated due to the relocation, realignment or improvement of the road or way by Apache County or another governmental entity (including a County Improvement District), Franchisee shall cooperate fully and shall bear the expense of relocating its facilities; provided, however, that if Franchisee's facilities were originally installed before the road or way was granted to Apache County or the public, Apache County (or the governmental entity undertaking the relocation, realignment or improvement) shall bear the expense of relocating Franchisee's facilities.

Section 9. To the full extent permitted by law, Franchisee shall indemnify, defend and hold harmless Apache County and its officials, employees and agents from and against any loss, claim, expense or liability arising out of Franchisee's exercise of its rights under this Franchise.

Section 10. This Franchise shall continue and exist for a period of 25 years from the date hereof.

Section 11. The right, privilege and franchise granted herein shall be binding upon and inure to the benefit of Franchisee, its successors and assigns; provided, however, that no transfer or assignment shall be made without the prior written approval of the Board of Supervisors.

Section 12. Any and all franchisees previously granted to Franchisee by the Board of Supervisors, and any and all resolutions and parts thereof that may conflict with the terms hereof, are hereby repealed.

Section 13. If any provision of this Franchise is adjudged to be invalid or unenforceable in whole or part, the remaining provisions shall not be affected.

PASSED AND ADOPTED on August 31, 2004, at St. Johns, Apache County, Arizona.

Chairman, Board of Supervisors

Attest:

Delmar Wengert
Clerk of the Board

The foregoing terms and conditions are hereby accepted by Franchisee.

By _____

Title _____